

Claim No. 118.

Under Article 14. Treaty of 14<sup>th</sup>. June, 1866.  
with Creek Indians.

The undersigned, Phyllis Bruner,<sup>widow</sup>,  
aged about 45, a free woman of color, of the Creek  
nation, and loyal refugee, being duly examined  
and sworn, deposes and says. Whilst living on her  
place with her husband, on the Arkansas river, near  
the Creek Agency, and sometime about the month of  
May 1863. She was compelled to fly from and abandon  
her home, as the Rebels had threatened to kill both  
herself and husband for harboring the Federals -  
and went to Gibson, where her husband died early  
in 1865. That she remained in Gibson until the  
close of the war, and then returned to the nation.

This deponent further says: at the time of  
her flight from home, as aforesaid, she, conjointly  
with her deceased husband, owned and possessed,  
and necessarily abandoned and lost all the  
property hereinafter stated, and never afterward  
recovered the same, or any part thereof.

To say:

11	Eleven Horses	valued at	\$ 440.00
8	Eight Cows and Calves	"	120.00
20	Twenty Hogs \$60. 8 Steers \$80. 50 bush Cm \$50.		190.00
	House and Kitchen Furniture &c		50.00
	making a total value of sum		\$ 800.00

Eight hundred dollars. ~~~~~  
Further this Deponent saith not.  
Phillis Bruner. <sup>her</sup>  
<sub>mark</sub>

Subscribed & Sworn to before me, at the Creek  
Agency C.N. this 12<sup>th</sup> day of December A.D. 1869.

John C. Elliflo  
M.R. Col Inf. Ass't Sup't. And Offrs.  
Southern Sup'tey.

The undersigned, Thomas Bruner,  
a Free-man of the Creek Nation, and ~~Thomas~~  
Pompey Redmouth, a Freedman of the same  
Nation, both loyal refugees, being, jointly,  
examined and sworn, (they understanding  
and conversing in the English language,) do  
depose and say. They are not interested in the  
claim of the above named Phillis Bruner, and  
are in nowise related to her: that they have  
heard the foregoing affidavit read to them, and  
know its contents to be true and correct in every  
particular. Further, these deponents, of their own  
knowledge, know that the claimant and her  
(deceased) husband, at the time of their flight  
from home, as aforesaid, did own and possess,  
and did necessarily abandon and lose all the  
property set forth in her deposition, and, further,

Claiming & Sustaining  
Thomas & Pompey Redmouth

that the claimant is justly and legally entitled  
to all the rights and interests of her deceased  
husband in, and to the aforesaid property -  
Further these deponents do not say. -

Thomas Bruner, *his mark*  
Pompey Redmouth. *his mark*

Subscribed at Shonto before me at the Creek  
Agency, on this 12<sup>th</sup> of November A.D., 1869.

John C. Kelly  
Post Master, Ass't Post Master, and Agent,  
Southern Ute Agency

#### Award:-

The loss of property specified above is deemed estab-  
lished by the foregoing testimony. - Also, the status of  
claimant. - The amount claimed, however, is, in some  
instances, considered excessive. - Upon inquiry, it is found  
the value of the different kinds of property, at the time the  
loss occurred, ruled as follows:-

Horses,-	\$15.00	Each.-
Cows & calves,-	8.00	"
Hogs,-	2.00	"
Sheep,-	8.00	"
Born per bushel	.50	"

and for the following one-half the claimed value -  
House & Kitchen furniture, &c. \$25.00  
In consideration of these, and all other facts  
attainable, bearing upon the case, we believe it.

Claiming Phillips Brown

just and equitable to award his claimant -  
Phillis Brown, Three hundred and eighty  
three dollars. -

\$383<sup>00</sup>

*J. J. Hazen*

Brevet Major General U. S. Army,  
Dept. Indian Affairs, Southern Superintendency

*P. A. Gist*

Captain U. S. Army,  
Creek Agent.

Ch. 148.

Phillis Brown

Claimant under  
Article IV Treaty of 14<sup>th</sup> June 1866,  
with  
Creek Indians.

Claim \$800<sup>00</sup>/1000

Award \$383<sup>00</sup>/1000